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14 *Co-Lead Class Counsel*

15 [Additional Counsel Listed on Signature Page]

16 UNITED STATES DISTRICT COURT  
17 NORTHERN DISTRICT OF CALIFORNIA  
18

19 IN RE LITHIUM ION BATTERIES  
20 ANTITRUST LITIGATION,

Case No. 13-MD-02420 YGR (DMR)

MDL No. 2420

21  
22 This Document Relates to:  
23 ALL INDIRECT PURCHASER ACTIONS  
24

FINAL JUDGMENT OF DISMISSAL  
WITH PREJUDICE AS TO  
PANASONIC DEFENDANT FAMILY

25 This matter came before the Court to determine whether to finally approve the settlement with  
26 defendants Panasonic Corporation, Panasonic Corporation of North America, Sanyo Electric Co.,  
27 Ltd., and Sanyo North America Corporation (collectively “Panasonic/Sanyo”) set forth in the  
28

1 Settlement Agreement (“Agreement”), dated December 27, 2018, relating to the above-captioned  
2 litigation. The Court, after carefully considering all papers filed and proceedings held herein and  
3 otherwise being fully informed in the premises, determined (1) that the settlement should be  
4 approved, and (2) that there is no just reason for the delay of the entry of this Final Judgment  
5 approving this Agreement. Accordingly, the Court directs entry of Judgment which shall constitute  
6 a final adjudication of this case on the merits in accordance with the terms of the Agreement. Good  
7 cause appearing therefor, it is:

8 **ORDERED, ADJUDGED AND DECREED THAT:**

9 1. The Court has jurisdiction over the subject matter of the Action and over all parties  
10 to the Agreement, including all members of the Class.

11 2. The definitions of terms set forth in the Agreement are incorporated hereby as  
12 though fully set forth in this Judgment.

13 3. The Court has granted final approval and confirmed the settlement set forth in the  
14 Agreement is, in all respects, fair, reasonable and adequate to the Class pursuant to Rule 23 of the  
15 Federal Rules of Civil Procedure.

16 4. Pursuant to Federal Rules of Civil Procedure 23(g), Hagens Berman Sobol Shapiro  
17 LLP, Lieff Cabraser Heimann & Bernstein, LLP and Cotchett, Pitre & McCarthy, LLP have been  
18 appointed as counsel for the Class. This firms have and will fairly and competently represent the  
19 interests of the Class.

20 5. The persons/entities identified in Attachment 8 to the Declaration of Cameron R.  
21 Azari, Esq., on Implementation and Adequacy of Class Notice Program, filed on June 11, 2019  
22 (ECF No. 2501-9) have validly requested exclusion from the Class and, therefore, are excluded.  
23 Such persons/entities are not included in or bound by this Final Judgment. Such persons/entities are  
24 not entitled to any recovery of the settlement proceeds obtained through the Panasonic/Sanyo  
25 Settlement Agreement.

26 6. This Court hereby dismisses on the merits and with prejudice the Action, with each  
27 party to bear its own costs and attorneys’ fees except as otherwise described in the Settlement  
28 Agreement.

1           7. All persons and entities who are Releasors are hereby barred and enjoined from  
2 commencing, prosecuting or continuing, either directly or indirectly, against the Releasees, in this  
3 or any other jurisdiction, any and all claims, causes of action or lawsuits, which they had, have, or  
4 in the future may have, arising out of or related to any of the Released Claims as defined in the  
5 Agreement.

6           8. The Releasees are hereby and forever released and discharged with respect to any  
7 and all claims or causes of action which the Releasors had or have arising out of or related to any  
8 of the Released Claims as defined in the Agreement.

9           9. Without affecting the finality of this Judgment in any way, this Court hereby retains  
10 continuing jurisdiction over: (a) implementation of this settlement and any distribution to Class  
11 Members pursuant to further orders of this Court; (b) disposition of the Settlement Fund;  
12 (c) hearing and determining any future applications by plaintiffs' counsel for attorneys' fees, costs,  
13 expenses, and interest; (d) the Action until the Final Judgment contemplated hereby has become  
14 effective and each and every act agreed to be performed by the parties all have been performed  
15 pursuant to the Agreement; (e) hearing and ruling on any matters relating to the plan of allocation  
16 of settlement proceeds; and (f) all parties to the Action and Releasors, for the purpose of enforcing  
17 and administering the Agreement and the mutual releases and other documents contemplated by, or  
18 executed in connection with the Agreement.

19           10. The Court finds, pursuant to Rules 54(a) and (b) of the Federal Rules of Civil  
20 Procedure, that this Final Judgment should be entered and further finds that there is no just reason  
21 for delay in the entry of this Judgment, as a Final Judgment, as to the parties to the Agreement.  
22 Accordingly, the Clerk is hereby directed to enter Judgment forthwith.

23           **IT IS SO ORDERED.**

24           DATED: August 27, 2019



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YVONNE GONZALEZ ROGERS  
UNITED STATES DISTRICT JUDGE